

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

B.S. INGERSOLL, LLC	:	CIVIL ACTION
	:	
v.	:	
	:	
GREAT AMERICAN INSURANCE CO.	:	NO. 22-771

MEMORANDUM

Padova, J.

March 7, 2023

Plaintiff B.S. Ingersoll, LLC (“Ingersoll”) has filed this action seeking a declaration that Defendant Great American Insurance Company (“GAIC”) is obligated to pay Ingersoll under the terms of a Lease Bond. Ingersoll also asserts claims against GAIC for breach of contract and bad faith. GAIC has filed a Motion to Dismiss the Complaint because Plaintiff failed to file suit within the limitations period provided in the Lease Bond (the “Lease Bond Limitations Period”). For the reasons that follow, we grant the Motion and dismiss this action without prejudice.

I. BACKGROUND

The Complaint alleges the following facts. On November 12, 2018, Ingersoll entered into a lease agreement (the “Lease Agreement”) with Medici 1150 N. American Street LLC (“Medici”) for the residential real property located at 1150-1156 North American Street in Philadelphia (the “Property”). (Compl. ¶ 8; Ex. A.) On May 20, 2020, Medici and Ingersoll amended the Lease Agreement (the “Lease Amendment”). (*Id.* ¶ 9; Ex. B.) On July 16, 2020, pursuant to the Lease Agreement, Medici caused GAIC, the Surety, to issue the Lease Bond payable only to Ingersoll, the Obligee, in an amount up to \$550,000.00 (the “Coverage Amount”) as a security deposit to insure Medici’s performance of its obligations under the Lease Agreement. (*Id.* ¶ 11; Ex. C.) Pursuant to the Lease Agreement, the Lease Bond would be available to Ingersoll for the payment of any amount that Ingersoll had expended or become obligated to spend, or to compensate